



**STATE OF HAWAII**  
**CONTRACT FOR GOODS OR SERVICES**  
**BASED UPON**  
**COMPETITIVE SEALED BIDS**

This Contract, executed on the respective dates indicated below, is effective as of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ **Hawaii Public Housing Authority**,  
(Insert name of state department, agency, board or commission)  
 State of Hawaii ("STATE"), by its \_\_\_\_\_ **Executive Director**,  
(Insert title of person signing for State)  
 (hereafter also referred to as the HEAD OF THE PURCHASING AGENCY or designee ("HOPA")),  
 whose address is \_\_\_\_\_ **1002 North School Street, Honolulu, Hawaii 96817**  
 \_\_\_\_\_ and \_\_\_\_\_ **tbd**  
 ("CONTRACTOR"), a \_\_\_\_\_ **tbd**  
(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)  
 under the laws of the State of \_\_\_\_\_ **tbd**, whose business address and federal  
 and state taxpayer identification numbers are as follows: \_\_\_\_\_ **tbd**

**RECITALS**

A. The STATE desires to retain and engage the CONTRACTOR to provide the goods or services, or both, described in this Contract and its attachments, and the CONTRACTOR is agreeable to providing said goods or services, or both.

B. The STATE has issued an invitation for competitive sealed bids, and has received and reviewed bids submitted in response to the invitation.

C. The solicitation for bids and the selection of the CONTRACTOR were made in accordance with section 103D-302, Hawaii Revised Statutes ("HRS"), Hawaii Administrative Rules, Title 3, Department of Accounting and General Services, Subtitle 11 ("HAR"), Chapter 122, Subchapter 5, and applicable procedures established by the appropriate Chief Procurement Officer ("CPO").

D. The CONTRACTOR has been identified as the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation.

E. Pursuant to \_\_\_\_\_ **Section 356D-4, HRS**, the STATE  
(Legal authority to enter into this Contract)  
 is authorized to enter into this Contract.

F. Money is available to fund this Contract pursuant to:

(1) \_\_\_\_\_ **tbd**  
(Identify state sources)  
 or (2) \_\_\_\_\_ **tbd**  
(Identify federal sources)

or both, in the following amounts: State \$ \_\_\_\_\_ **tbd**  
 Federal \$ \_\_\_\_\_ **tbd**

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the CONTRACTOR agree as follows:

1. **Scope of Services.** The CONTRACTOR shall, in a proper and satisfactory manner as determined by the STATE, provide all the goods or services, or both, set forth in the Invitation for Bids number **PMB-2017-53** ("IFB") and the CONTRACTOR'S accepted bid ("Bid"), both of which, even if not physically attached to this Contract, are made a part of this Contract.

2. **Compensation.** The CONTRACTOR shall be compensated for goods supplied or services performed, or both, under this Contract in a total amount not to exceed

\_\_\_\_\_ tbd \_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_ tbd \_\_\_\_\_), including approved costs incurred and taxes, at the time and in the manner set forth in the IFB and CONTRACTOR'S Bid.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment-S3, which is made a part of this Contract.

4. Bonds. The CONTRACTOR ☐ is required to provide or ☒ is not required to provide: ☐ a performance bond, ☐ a payment bond, ☐ a performance and payment bond in the amount of \_\_\_\_\_ n/a \_\_\_\_\_ DOLLARS (\$ 0.00 \_\_\_\_\_).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration of the CONTRACTOR is attached to and made a part of this Contract.

6. Other Terms and Conditions. The General Conditions and any \_\_\_\_\_ Special Conditions are attached to and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) this Contract, including all attachments and addenda; (2) the IFB, including all attachments and addenda; and (3) the CONTRACTOR'S Bid.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of \_\_\_\_\_ Fifty and No/100 \_\_\_\_\_ DOLLARS (\$ 50.00 \_\_\_\_\_) per day, in accordance with the terms of paragraph 9 of the General Conditions.

8. Notices. Any written notice required to be given by a party to this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice to the STATE shall be sent to the HOPA'S address indicated in the Contract. Notice to the CONTRACTOR shall be sent to the CONTRACTOR'S address indicated in the Contract. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

#### STATE

\_\_\_\_\_  
(Signature)

Hakim Ouansafi

\_\_\_\_\_  
(Print Name)

Executive Director

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

#### CONTRACTOR

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

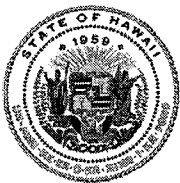
CORPORATE SEAL

(If available)

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

\* Evidence of authority of the CONTRACTOR'S representative to sign this Contract for the CONTRACTOR must be attached.



STATE OF HAWAII

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 ) SS.  
\_\_\_\_\_ COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me appeared  
\_\_\_\_\_ and \_\_\_\_\_, to me  
known, to be the person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are  
\_\_\_\_\_ and \_\_\_\_\_ of  
\_\_\_\_\_, the  
CONTRACTOR named in the foregoing instrument, and that he/she/they is/are authorized to sign said  
instrument on behalf of the CONTRACTOR, and acknowledges that he/she/they executed said  
instrument as the free act and deed of the CONTRACTOR.

(Notary Stamp or Seal)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Notary Public, State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

Doc. Date: \_\_\_\_\_ # Pages: \_\_\_\_\_

Notary Name: \_\_\_\_\_ Circuit

Doc. Description: Contract for Goods and Services Based Upon  
Competitive Sealed Bids

\_\_\_\_\_  
(Notary Stamp or Seal)

\_\_\_\_\_  
Notary Signature Date

NOTARY CERTIFICATION



**STATE OF HAWAII**

**CONTRACTOR'S**

**STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of \_\_\_\_\_, CONTRACTOR, the undersigned does declare as follows:

1. CONTRACTOR ☐ is\* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. CONTRACTOR has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

CONTRACTOR understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

\* Reminder to Agency: If the "is" block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

**CONTRACTOR**

By \_\_\_\_\_

(Signature)

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Date \_\_\_\_\_



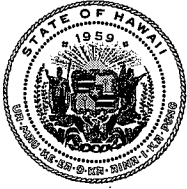
## STATE OF HAWAII

### SCOPE OF SERVICES

**CONTRACTOR:**
**SERVICES:**

Written Translation and Formatting Services –  
Violence Against Women Act Documents  
IFB NO. PMB-2017-53

1. It is understood and agreed that the following documents, and any amendments or addenda thereto, comprise the Contract between the parties and governs the work to be performed by the CONTRACTOR for security services: (1) Contract for Goods or Services Based Upon Competitive Sealed Bids, including the Contractor's Acknowledgement, Contractor's Standard of Conduct Declaration, Attachments S1, S2, S3, S4, and S5; (2) General Conditions, AG-008 103D General Conditions and HUD General Conditions HUD Form 5370-C; (3) Invitation-For-Bids (IFB) No. PMB 2017- 53 dated \_\_\_\_\_, 2017 and all addenda; (4) CONTRACTOR's accepted bid dated \_\_\_\_\_.
2. The CONTRACTOR shall provide written translation and formatting services for various Violence Against Women Act documents to the Hawaii Public Housing Authority (HPHA) in a satisfactory and proper manner as determined by the STATE and in strict accordance with the Contract Documents.
3. In accordance with the Contract Documents, the CONTRACTOR shall furnish all labor, equipment, supplies, and other means necessary to provide written translation and formatting services as described in IFB No. PMB-2017-53 and the CONTRACTOR's accepted bid offer. If there is a conflict between the CONTRACTOR'S accepted bid offer and this Contract, the Contract shall prevail.
4. The documents requiring translation will be provided by the HPHA and will be in English. The HPHA has identified, at minimum, eight (8) HPHA forms that require translation in the target languages, as set forth in paragraph 5 below, having a minimum of 29,464 total words as follows:
  - a. VAWA Notice to Tenants;
  - b. HPHA VAWA Policy;
  - c. Local Resources for Victims;
  - d. Notification of Occupancy Rights Under VAWA (Public Housing);
  - e. Notification of Occupancy Rights Under VAWA (Section 8);
  - f. Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking;
  - g. Emergency Transfer Request; and
  - h. Notification of Your Rights and Obligations under the VAWA.
5. The CONTRACTOR shall provide effective, quality and timely written translation and formatting services in the following 11 target languages unless otherwise indicated by the HPHA.



## STATE OF HAWAII

### SCOPE OF SERVICES

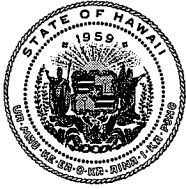
- a. Traditional Chinese;
- b. Simplified Chinese;
- c. Korean;
- d. Samoan;
- e. Tongan;
- f. Chuukese;
- g. Marshallese;
- h. Tagalog;
- i. Ilocano
- j. Vietnamese; and
- k. Spanish

All work completed shall become the property of the HPHA.

#### 6. Translation Quality and Accuracy of the VAWA Documents

The CONTRACTOR shall:

- a. Translate documents at the same reading level as the source material. Translated documents must thoroughly and faithfully render the source language message (omitting or adding nothing), give consideration to linguistic variations in both source and target languages, and conserve tone and spirit of the source language message.
- b. Have all translated documents go through, at the minimum, a two (2)-step process: 1) translation and 2) editing and proofreading. Each step must be handled by a different translator in order to provide optimum accuracy and quality control.
- c. All completed forms must match the format, style, and layout of the English version unless otherwise indicated by the HPHA.
- d. All signatures, stamps, and seals must be placed in the same place as the original, and that the paging of the documents must match.
- e. Text formatting must be exact, including tabs, indentations, bullets, margin, and copy justification, and shall remain consistent in leading, fonts, and sizes throughout each document.
- f. All completed forms must be ready for printing or electronic display.



## STATE OF HAWAII

# SCOPE OF SERVICES

- g. Ensure that its' translators meet the minimum proficiency standard set by the ATA or approved translator testing programs. The Successful Bidder must have a formal method for assessing the skills of translators. The Successful Bidder's method will be reviewed and approved by the HPHA prior to contracting and providing services.
- h. Ensure that all certifications, training and experience are accurately and completely represented.
- i. Ensure that translated documents are culturally competent, sensitive, and respectful of the individuals they serve.
- j. Ensure that translations are neutral, impartial, and unbiased. Translations must not discriminate on the basis of gender, disability, race, color, national origin, age, socioeconomic or educational status, or religious, political or sexual orientation.
- k. Be responsible for disclosing any real or perceived conflict of interest which would affect objectivity in the delivery of service.

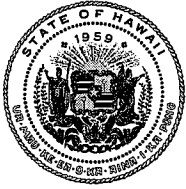
### 7. Workflow Procedures

The CONTRACTOR shall:

- a. Accept any translation project via email or fax to the HPHA within four (4) business hours of receiving a request for translation.
- b. Review each translation prior to delivery to the HPHA to ensure that the translated document is accurate and consistent with the formatting and technical specification of the original English document.
- c. At the request of the HPHA, correct any translation in order to improve quality and accuracy.

*Note: The CONTRACTOR shall be responsible for any costs related to correcting translations formatted or translated incorrectly. Payment will not be made for translations that are not completed in accordance with the corrections requested by the HPHA.*

- d. Complete all translated requests using, at minimum, Unicode fonts supported by Microsoft 2000 or higher unless specified otherwise within the language-specific fonts identified in the Foreign Language Font.



## STATE OF HAWAII

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- e. Specifications that will be provided through an addendum as soon as information is available.
- f. Translate proper nouns including program names.
- g. If acronyms are used in the English version of the text block, the same acronyms must be used in the translated version of the text block. For example, if the acronym HPHA is used in the English text block it shall also be used in the translated text block and not translated as the "Hawaii Public Housing Authority".
- h. Each translated text block must be returned as an individual MS Word file. The text block number shall not be included with the translated text as it appears in the English file. However, the text block number shall be used as the electronic title of the file.
- i. Translations that are not done in accordance with the specific requirements listed above will be returned to the translation vendor to be redone at his/her own cost.

### 8. Turnaround Time

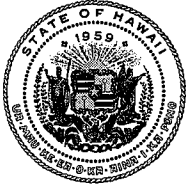
Complete translation requests within 10 business days from receipt of request. All VAWA translation requests received by the CONTRACTOR after 10:00 a.m., HST, will be considered as the next day's business, excluding weekends and holidays.

### 9. Fee Schedule

The fee schedule below between the CONTRACTOR and the HPHA shall be the maximum compensation for services performed under the awarded Contract.

- a. The CONTRACTOR will receive compensation for completed requests **returned timely** within 10 business days of receipt of the request.
- b. The CONTRACTOR will receive compensation for completed requests **returned late** after 10 business days of receipt of the request according to the following compensation table:



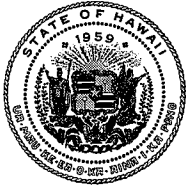


**STATE OF HAWAII**  
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<b>Project Return: No. of Business Days LATE</b>	<b>Compensation % of Contract Rate: NORMAL</b>	<b>Compensation % of Contract Rate: RUSH</b>
1	90%	75%
2	80%	50%
3	70%	25%
4	60%	No compensation
5	50%	
6	40%	
7	30%	
8	20%	
9	10%	
10	No compensation	

10. Personnel

- a. The Successful Bidder shall have the ability to provide VAWA translation and formatting services in the following 11 target languages:  
1) Traditional Chinese; 2) Simplified Chinese; 3) Korean;  
4) Samoan; 5) Tongan; 6) Chuukese; 7) Marshallese; 8) Tagalog; 9) Ilocano; 10) Vietnamese; and 11) Spanish.
- b. Have a minimum of three (3) consecutive years of experience in the translation business.
- c. Use translators who are authorized or qualified by the American Translators Association and/or other approved translator programs. Machine generated translations shall not be allowed.
- d. Use appropriate staff who have special knowledge and understand how to handle the targeted languages when formatting those texts for ensuring that the completed formatted forms render the source language message
- e. Submit a comprehensive list of all translators who will be utilized to meet the terms of the Contract within three (3) days of the Notice to Proceed.
- f. Keep file information regarding each translated document and make this information available to the HPHA upon request.
- g. Have the capacity to handle and have the essential staffing and equipment to respond, deliver, and complete work within the time frame specified in this Scope of Services.



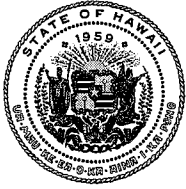
## STATE OF HAWAII

### SCOPE OF SERVICES

- h. Be responsible for all costs associated with the completion of each translation, including staff time, office equipment, including without limitation, printing, computer hardware and software, discs, etc., supplies and other necessary materials.
- i. Provide information regarding translation memory software. The HPHA requires the use and sharing of translation memory software to leverage costs and ensure compatibility with tools currently used by the HPHA.
- j. Use English as the base language for calculating per word translation costs. The English word counts will be determined using Microsoft Word's word count feature.
- k. Translate documents in the native format unless specified by the HPHA. Such native format includes, at the minimum, Microsoft Word, Microsoft Excel, and Adobe PDF or other equivalent.
- l. Have the ability to store and manipulate translated texts and combine them into necessary multiple documents.
- m. Maintain "live" files of completed translations as requested.
- n. Have a billing system that accurately details the costs for each translation project.

#### 11. Performance Monitoring

- a. The satisfactory performance of work shall be monitored by the Officer-In-Charge and the Contract Administrator or their designated representative(s). Performance will be monitored on an ongoing basis by the HPHA through desk monitoring and/or other methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).
- b. Should the CONTRACTOR fail to comply with the requirements of the Contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA will monitor the CONTRACTOR for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional reports on progress towards compliance with the Contract and the corrective action plan.
- c. Should the CONTRACTOR continue to fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the CONTRACTOR or to assess the



**STATE OF HAWAII**  
**SCOPE OF SERVICES**

CONTRACTOR directly.

- d. Failure or refusal of the CONTRACTOR to perform services as required may be grounds to suspend or terminate the Contract as detailed in the General Conditions.



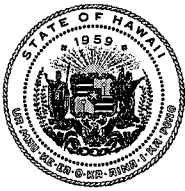
## STATE OF HAWAII

**COMPENSATION AND PAYMENT SCHEDULE****CONTRACTOR:****SERVICES:**

Written Translation Services –  
Violence Against Women Act Documents  
IFB NO. PMB-2017-53

1. Subject to the availability, allocation and receipt of funds and the CONTRACTOR's full and timely performance of all contractual obligations, the STATE agrees to pay the CONTRACTOR an amount of compensation not to exceed \_\_\_\_\_ and \_\_\_\_\_/100 Dollars (\$) \_\_\_\_\_) for the initial Contract period. See attached and incorporated Exhibit A.
2. Should there be insufficient funds for any portion of the remainder of the Contract period beyond the initial 30-day period, the STATE may terminate the Contract or revise the amount/quantity of services required without penalty.
3. Payment shall be made on a per document basis upon completion of the translation.
4. Upon execution of this Contract, payments shall be paid in accordance with and subject to the following:
  - a. CONTRACTOR shall submit one (1) original invoice for goods and services rendered upon completion on a monthly basis to:

Hawaii Public Housing Authority  
Attn: Property Management and Maintenance Services Branch  
1002 North School Street  
P.O. Box 17907  
Honolulu, HI 96817
  - b. Pursuant to section 103-10, HRS, the STATE shall have 30 calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. Upon receipt of the invoice, the HPHA shall date stamp the invoice and use this receipt date to calculate the 30-day payment period. For purposes of this paragraph, the CONTRACTOR's invoice date shall not be considered.
  - c. All invoices shall reference the Contract number assigned to this Contract. Payment shall be in accordance with section 103-10, HRS that the CONTRACTOR has satisfactorily performed the services specified. Payment shall be made on the basis of buildings and trailers serviced by the CONTRACTOR.



STATE OF HAWAII

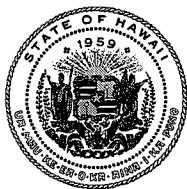
**COMPENSATION AND PAYMENT SCHEDULE**

d. Each invoice shall include the following:

- i. Title of the document;
- ii. Applicable HPHA document number;
- iii. HPHA translation project number;
- iv. Date the requested translated project was received by the vendor;
- v. Date the completed translation work was delivered to the HPHA;
- vi. Language used in the translated document;
- vii. Name of the translator;
- viii. Name of the reviewer;
- ix. English word count for the translated document;
- x. Rate or cost per word;
- xi. Total charges for the translation project, itemized by language; and
- xii. Total charges for the formatting, itemized by language.

e. For final payment, the CONTRACTOR must submit a valid tax clearance certificate and a "Certification of Compliance for Final Payment" (Form SPO-22). An original tax clearance certificate not over two (2) months old with an original green certified copy stamp or a valid HCE Certificate of Vendor Compliance, in lieu of the tax clearance certificate, is acceptable. A copy of Form SPO-22 is available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the chapter 103D, HRS, link.

5. The CONTRACTOR shall be reimbursed at the accepted unit bid prices for each language which is the all-inclusive cost to the STATE, including all applicable taxes for providing the services specified.
6. The STATE is not responsible for overtime and shall not pay any overtime.



## STATE OF HAWAII

## TIME OF PERFORMANCE

## CONTRACTOR:

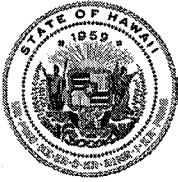
## SERVICES:

Written Translation Services –  
 Violence Against Women Act Documents  
 IFB NO. PMB-2017-53

1. The term of this Contract for Furnishing Security Services shall be for a 30 calendar period upon issuance of a Notice to Proceed.
2. No services shall be performed on this Contract prior to issuance of a Notice to Proceed. Any services provided prior to the issuance of a Notice to Proceed shall be at the CONTRACTOR's sole risk and expense.
3. The option to extend the Contract shall be at the sole discretion of the STATE. The Contract may be extended without the necessity of rebidding at the same rates as proposed in the original bid, unless price adjustments are made and approved as provided herein:

Initial term of Contract:	30 calendar days
Length of each extension:	Up to 30 calendar days (may be less than 30 calendar days when it is in the best interest of the State)
Maximum length of contract:	60 calendar days

4. The initial period shall commence on the Contract start date. The following conditions must be met for an extension:
  - a. The CONTRACTOR experienced cost savings and has unexpended funds available that can be used to provide additional services; or
  - b. The STATE determines there is an ongoing need for the services and has funds to extend services, not to exceed 30 calendar days. The Contract extension shall be awarded at the same or comparable rates as the Primary Contract; and
  - c. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
  - d. The STATE may obtain HUD approval in writing of the extension prior to execution of a Supplemental Contract if Federal HUD funds are to be used; and
  - e. The CONTRACTOR must obtain STATE approval in writing and a notice to proceed with the extension; and
  - f. The STATE has determined that the CONTRACTOR has satisfactorily provided services over the current Contract term; and
  - g. The necessary State and/or Federal funds are appropriated and allotted for an extension.



**STATE OF HAWAII**

**CERTIFICATE OF EXEMPTION  
FROM CIVIL SERVICE**

**1. By Heads of Departments Delegated by the Director of the Department of Human Resources Development ("DHRD").\***

Pursuant to a delegation of the authority by the Director of DHRD, I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, Hawaii Revised Statutes (HRS).

\_\_\_\_\_  
(Signature)

Hakim Ouansafi

\_\_\_\_\_  
(Print Name)

Executive Director

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Date)

\* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly has delegated authority to certify § 76-16, HRS, civil service exemptions. The specific paragraph(s) of § 76-16, HRS, upon which an exemption is based should be noted in the contract file. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

**NOTE:** Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

**2. By the Director of DHRD, State of Hawaii.**

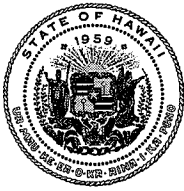
I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to § 76-16, HRS.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Title, if designee of the Director of DHRD)



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CONTRACTOR:  
SERVICES: Written Translation Services –  
Violence Against Women Act Documents  
IFB NO. PMB-2017-05

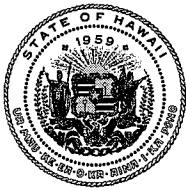
1. Insurance Requirements

The CONTRACTOR shall maintain insurance acceptable to the STATE in full force and effect throughout the term of this Contract. The policies of insurance maintained by the CONTRACTOR shall provide the following coverage.

<u>Coverage</u>	<u>Limit</u>
<b>General Liability Insurance</b> (occurrence form)	<u>\$2,000,000.00</u> combined single limit per occurrence for bodily injury and property damage.
<b>Automobile Insurance</b> covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident OR combined single limit of <u>\$2,000,000.00</u> .
<b>Workers Compensation</b> as required by applicable State laws.	Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the CONTRACTOR and to all employees of sub-CONTRACTORS (in case any sub-CONTRACTOR fails to provide adequate similar protection for all his employees).

- a. The State of Hawaii, the Hawaii Public Housing Authority, its elected and appointed officials, officers and employees shall be named as additional insured, except for Professional Liability Insurance and Workers Compensation Insurance, as respects to operations performed for the State of Hawaii under this Contract. Before the effective date of the Contract, the CONTRACTOR agrees to provide the STATE certificate(s) of insurance necessary to satisfy the STATE that the CONTRACTOR is in compliance with insurance provisions of this Contract and will keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Contract. Upon request by the STATE, the CONTRACTOR shall furnish a copy of the policy or policies.
- b. Failure of the CONTRACTOR to provide and keep in force such insurance shall be a material default under this Contract. The STATE shall be entitled to exercise any or all of the remedies provided in this Contract and by law for default by the CONTRACTOR.
- c. The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability under this Contract or to fulfill the





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said policy or policies of insurance, CONTRACTOR shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Contract.

- d. The CONTRACTOR shall immediately provide written notice to the contracting department or HPHA should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.
- e. The Hawaii Public Housing Authority is a self-insured STATE agency. The CONTRACTOR's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the CONTRACTOR.
- f. To satisfy the minimum coverage limits required by this Contract, the CONTRACTOR may use an umbrella policy in addition to the mandatory insurance policies (i.e. General Liability Insurance, Automobile Insurance, and Workers' Compensation) provided that the HPHA approves, and the umbrella policy follows the underlying coverage forms.

**2. Section 3 of the U.S. Housing Act of 1968**

- a. The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The CONTRACTOR agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or any other understanding a notice advising the labor organization or workers' representative of the CONTRACTOR's commitments under this section 3 clause. CONTRACTOR shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, the availability of apprenticeship/training positions and the qualifications for each. The notice shall

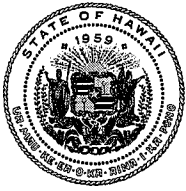


## STATE OF HAWAII

### SPECIAL CONDITIONS

also provide the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- d. The CONTRACTOR shall include this section 3 clause in every subcontract in compliance with regulations in 24 CFR part 135. It shall take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The CONTRACTOR will not subcontract with any subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
  - e. The CONTRACTOR shall certify that any vacant employment positions were not filled to circumvent the CONTRACTOR's obligations under 24 CFR part 135. This includes any training positions that are filled (1) after the CONTRACTOR is selected but before the Contract is executed and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed.
  - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default and debarment or suspension from future HUD assisted contracts.
- 3. The CONTRACTOR shall have a permanent office in the State where it conducts business and where it will be accessible in person or via telephone calls during normal State of Hawaii government business hours to address concerns or requests that need immediate attention. A telephone answering service is not acceptable.
  - 4. The STATE shall monitor the performance of work on an ongoing basis through personal observation, site inspection, and/or other appropriate methods deemed as appropriate by the Contract Administrator and his/her designated representative(s).
  - 5. In the event the CONTRACTOR fails, refuses, or neglects to perform the services in accordance with the requirements of the Invitation for Bids (IFB) No. PMB-2017-53 or the Contract, the STATE reserves the right to purchase in the open market a corresponding quantity of services, and to deduct the cost of such services from any monies due or may thereafter become due the CONTRACTOR. In case money due to the CONTRACTOR is insufficient for the purpose, the CONTRACTOR shall pay the difference upon demand by the STATE. The STATE may also utilize all other remedies provided under the Contract and by law and rules.
  - 6. In the event of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.
  - 7. Interchangeable Terms. The following terms shall be one and the same:
    - a. "STATE" and "HPHA".



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- b. "Contract" and "Agreement".
  - c. "CONTRACTOR" and "\_\_\_\_\_".
8. Liquidated damages shall be fixed at the sum of FIFTY DOLLARS (\$50.00) for each calendar day that the CONTRACTOR fails to perform in whole or in part any of its obligations under the Contract in accordance with the terms of paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or may become due to the CONTRACTOR.